CASE/0732/09/25

COMPLAINANT/CHIEF EXECUTIVE v ASTRAZENECA

Alleged promotion of a prescription only medicine on LinkedIn

CASE SUMMARY

This case was in relation to a LinkedIn post published by an independent organisation. The complainant alleged that several UK-based AstraZeneca employees had interacted with the post, including senior employees.

The outcome under the 2024 Code was:

Breach of Clause 5.1	**Failing to maintain high standards**
Breach of Clause 6.1	**Providing material that was not sufficiently balanced or complete as to enable recipients to form their own opinion of the therapeutic value of the medicine**
Breach of Clause 6.2	**Making a claim that was incapable of substantiation**
Breach of Clause 8.1	**Failing to certify promotional material**
Breach of Clause 12.6	**Failing to include the prominent adverse event reporting statement**
Breach of Clause 14.4	**Not encouraging the rational use of a medicine**
Breach of Clause 26.1	**Advertising a prescription only medicine to the public**
Breach of Clause 26.2	**Raising unfounded hopes of successful treatment and encouraging members of the public to ask for a specific prescription only medicine**

No Breach of Clause 2	**Requirement that activities or materials must not bring discredit upon, or reduce confidence in, the pharmaceutical industry**
No Breach of Clause 3.1	**Requirement that a medicine must not be promoted prior to the grant of its marketing authorisation**
No Breach of Clause 3.3	**Requirement to comply with an undertaking given in relation to a ruling under the Code**

This summary is not intended to be read in isolation.
For full details, please see the full case report below.

FULL CASE REPORT

A complaint about AstraZeneca was received from a named, contactable complainant who described themselves as a health professional.

As the complaint concerned, among other things, an alleged breach of undertaking, that aspect of the case was taken up in the name of the Chief Executive as the PMCPA was responsible for the enforcement of undertakings.

COMPLAINT

The complaint wording is reproduced below:

> "I would like to make a complaint with respect to AstraZeneca UK. The attached screenshots display a complete disregard & lack of awareness of basic code compliance across all layers of the UK organisation, from workers, to leaders of teams, and worrying Vice Presidents, who are amongst the most senior people in AZ. No doubt many others would have liked or shared the post about Lynparza (an AZ medicine also known as Olaparib) to the public.
>
> The post in question is from [named independent organisation] & uses the words "groundbreaking", "best" and "transformed" the care in breast, ovarian, pancreatic, and prostate cancer.
>
> No doubt Lynparza has improved the quality of care for many UK cancer treatments but I feel AZ cannot justify the three superlatives, as:
>
> 1. No head to head studies have taken place Vs other PARP inhibitors in the same class for these tumors
> 2. Can AZ explain or provide justification for use of each of these three superlatives
>
> So the above requires the PMCPA to consider clauses related to: a failure to maintain high standards, making unsubstantiated claims about a medicine, the inappropriate use of superlatives to describe Lynparza (best, groundbreaking, transforming care), which raises unfounded hopes for patients. There is also no mention of safety, AE reporting, and this post as a promotional material has not been certified for use!
>
> Clause 2 should also be applied as there is a clear failure across the WHOLE AZ UK organisation to prevent promotion of a POM to the public.
>
> 3.1 also applies due to promotion of an unlicensed indication eg no specific mention that approvals are in BRAC1/2 mutated patients etc & not every Breast, Prostate, Pancreatic, Ovarian, Endometrial cancer patient derives benefit but a subset do, where as the post mentions best, transforming, groundbreaking for the whole tumor populations
>
> 9.1 applies due to a failure to maintain high standards
> 26.1 due to Promotion of Lynparza to the public
> 29 – a failure to comply with previous undertakings. The recent Twitter case Auth 3892/4/24 requires AZ to comply & that case should have triggered a root and

branch compliance review. How difficult is it to launch basic compliance social Media training for ALL staff, so that future breaches can be avoided.
14.1 – A failure to certify what is clearly a promotional post by a third party!

Compliance Culture – My particular concern here is? Which level of the AZUK organisation actually takes compliance seriously or even cares to understand it. Repeated case after case has shown that compliance is very weak in the AZ organisation. This puts the Pharma industry into disrepute, compromises patient safety when superlatives are used to describe palliative or difficult to treat cancers, and unfortunately many patients 50% will not even derive the median PFS or OS benefit!

Lynparza has no doubt improved care for patients but groundbreaking, best, transforming care should be kept to internal cheerleading & not for public consumption, as this raises unfounded hopes for patients & families, which makes our jobs as front line doctors very difficult in this digital world!

P.S. I will attach the screenshots separately"

The complainant separately provided 48 images accompanied by the following message:

"Please find screenshots of AZ staff members from right across the board from junior staff to leaders of teams to company Executives promoting a POM (Olaparib/Lynparza) to the public on LinkedIn"

The case preparation manager noted that the complainant had cited clauses of the 2019 Code but the applicable Code was the 2024 Code. When writing to AZ, the PMCPA asked it to consider the requirements of Clauses 3.1, 3.3, 6.1, 6.2, 8.1, 12.6, 14.4, 26.1, 26.2, 5.1 and 2 of the 2024 Code.

ASTRAZENECA'S RESPONSE

The response from AZ is reproduced below:

"Thank you for your letter dated 17th September, concerning a complaint submitted by an anonymous but contactable Complainant describing themselves as a 'front line doctor'. The subject of the complaint is the content of a social media post on LinkedIn, published by a third-party – [named independent organisation] – and the subsequent interactions by AstraZeneca's UK-based employees with that post. The post concerned the [named scientific award], which was jointly given to AstraZeneca and [named pharmaceutical company] for *Lynparza* (olaparib).

The Complainant alleges that:

- The LinkedIn post makes unsubstantiated claims about *Lynparza* by describing it using superlatives such as "groundbreaking," "best," and "transformed," without supporting head-to-head evidence versus other PARP inhibitors in the corresponding tumour types referenced in the post, and raising unfounded hope for patients.

- The post constitutes promotion of a prescription-only medicine (*Lynparza*) to the public.

- The post refers to multiple cancer types without highlighting the specific detailed indication it is approved for, thereby implying broader indications.

- The post does not mention safety information, adverse event reporting information, and was not certified as promotional material by AstraZeneca.

- The post failed to comply with undertaking in relation to CASE AUTH/3892/4/24.

- That there is *'a complete disregard and lack of awareness of basic code compliance across all layers of the UK organisation'*.

- There has been *'a clear failure across the WHOLE AZ UK organisation to prevent promotion of a POM to the public'* and that patient safety has been compromised due to the nature of the post content.

The PMCPA has asked that AstraZeneca consider the following clauses in our response: Clauses 3.1, 3.3, 6.1, 6.2, 8.1, 12.6, 14.4, 26.1, 26.2, 5.1 and 2 of the 2024 Code.

AstraZeneca's Response

Background

AstraZeneca and [named pharmaceutical company]

*Lynparza (*olaparib*)* is being jointly developed and commercialised by AstraZeneca and [named pharmaceutical company], both as a monotherapy and in combination with other potential medicines. Independently, the companies are developing and are commercialising *Lynparza* in combination with their respective PD-L1 and PD-1 medicines. AstraZeneca is the UK marketing authorisation holder for *Lynparza* (olaparib).

The [awarding body] and [the award]

[Background information provided about the scientific award and the awarding body]

AstraZeneca and [named pharmaceutical company] submitted *Lynparza* for consideration in [the] 'Best Pharmaceutical Product' category.

During the submission period, specifically on 22nd May 2025, AstraZeneca asked [the independent organisation: the awarding body] to provide guidance on the review process related to a potential press release. On the same date, [the independent organisation] confirmed to AstraZeneca in writing that *"[Independent organisation] will coordinate any official announcements in collaboration with winners post-event, and you will be kept informed accordingly"* - which we assumed would include social media and other content announcing the winners.

The [award ceremony] took place on Thursday 5th June 2025 where it was announced that AstraZeneca and [named pharmaceutical company] had received an award for *Lynparza* under the category 'Best Pharmaceutical Product'.

[The] LinkedIn Post [by the independent organisation (the awarding body)]

After the awards ceremony, AstraZeneca was not contacted by [the independent organisation] to review any announcements despite the confirmation that [the independent organisation] would do so with award winners, after the event. As such, AstraZeneca was not aware if and when any public announcement linked to AstraZeneca's award would be released.

The third party LinkedIn post by [the independent organisation], which is the subject of this complaint, first came to AstraZeneca's attention at approximately 10pm on Friday 6th June 2025 (outside of working hours) via a member of the AstraZeneca Corporate Affairs team.

AstraZeneca Investigation and Actions (June 2025)

AstraZeneca responded swiftly and diligently, as follows, upon becoming aware of the LinkedIn post at approximately 10pm on Friday 6th June.

On the morning of Monday 9th June, less than one business day of becoming aware of the post, AstraZeneca contacted [the independent organisation], requesting the removal of the LinkedIn post on the basis that any communication about AstraZeneca in relation to the award should have been shared with the company in advance.

At 1:32pm on Monday 9th June, [the independent organisation] confirmed deletion of the post from their LinkedIn to AstraZeneca. [The independent organisation] have also confirmed it was never reposted by them thereafter. It is our understanding that once a LinkedIn post is deleted, it is permanently removed from the platform, and any likes, shares or reposts of that post, including the original content, will also be deleted and no longer visible to others.

On the morning of Monday 9th June, upon review of the 255 interactions linked to the post, AstraZeneca identified 10 UK-based employees who had interacted with it. The methodology used to identify UK-based AstraZeneca employees, was to identify individuals who had AstraZeneca in their role titles (as shown only on the post interaction itself) and cross-check these individuals against our internal employee database to verify AstraZeneca UK-based employment.

All identified UK-based employees were promptly contacted and instructed to withdraw any interactions with the post. Employees who were reached ahead of the post's deletion complied immediately; though once the post was deleted at around 1:30pm, all associated interactions were automatically removed. Additionally, all contacted employees were asked to refamiliarise themselves with the Global Standard – Employee Use of Personal Social Media.

AstraZeneca confirms that the third-party post by [the independent organisation] originated wholly independently, without any prior involvement or knowledge, authorship, input, review or approval from AstraZeneca. AstraZeneca did not direct that its members be tagged or the content be shared. Our first awareness of the post occurred late evening (approximately 10pm) on Friday 6th June 2025. Contrary to the communicated protocol ahead of the awards, [the independent organisation] did not contact AstraZeneca before communicating on social media, a lapse they have since acknowledged and apologised for. [The independent organisation] has confirmed that no social media post relating to AstraZeneca and the [award] has been released since 9th June 2025.

For transparency, following AstraZeneca's contact about the LinkedIn post, [the independent organisation] alerted AstraZeneca to a YouTube video linked to the AstraZeneca acceptance speech for the specific [award]. AstraZeneca, having had no prior knowledge of this video, requested its removal on 11th June 2025 to prevent public access. [The independent organisation] promptly complied with the request, the same day. As this complaint pertains specifically to the LinkedIn post, we will not address the video further in this complaint.

Please see a statement from [the independent organisation] in the email dated 20th September 2025 confirming the above facts [provided].

AstraZeneca's Response to Complaint (PMCPA letter dated 17th September 2025)

Interactions with Post

Upon review of the evidence submitted by the Complainant, AstraZeneca can confirm that only 14 of the individuals highlighted specifically by the Complainant are UK-based AstraZeneca employees. It should be noted that one of the LinkedIn profile screenshots provided by the Complainant (which shows a UK-based AstraZeneca employee) does not appear in the screenshots of the list of individuals who interacted with the third-party post and as such will not be considered as part of our response. Of the UK-based AstraZeneca employees identified in the complaint, eight were not initially recognised by AstraZeneca in our June investigation due to the fact that seven of these individuals did not have 'AstraZeneca' displayed in their role titles associated with their interaction with the post, and one individual used a different surname than is recorded in the internal AstraZeneca employee database. Based on our investigation in June, as well as the Complainant's evidence, we confirm that a total of 18 UK-based AstraZeneca employees interacted with the post.

All newly identified UK employees (excluding those already identified in AstraZeneca's investigation on 9th June 2025) were also asked to re-familiarise themselves with the Global Standard - Employee Use of Personal Social Media. Their engagement with the post would already have been automatically erased upon deletion of the post on 9th June 2025.

Seniority

Of the 18 UK-based AstraZeneca interactions, four interactions were by senior employees; two likes were by Vice-Presidents (VP) and two were Heads of Department. A list of abbreviated role titles for these 18 individuals as based on AstraZeneca's employee database is provided.

AstraZeneca acknowledges that UK-based AstraZeneca employees should not have interacted with this third-party LinkedIn post regarding the [award] for *Lynparza*. Our investigation has shown that the recognition of scientific achievement from a reputable external organisation resulted in employees mistakenly engaging with the content rather than intentional non-compliance. The [award] represents a positive example of what UK-based organisations can achieve. The post reflected a moment of celebration for UK science. Nonetheless, as described, the prompt actions taken by AstraZeneca and the third party meant that the post was live for a limited period of time.

Connections

We acknowledge that LinkedIn is a professional networking site, and that the PMCPA has previously determined that unless closed groups are used, or the individual can guarantee that their connections are HCPs, then any content being disseminated on LinkedIn is likely to include members of the public. From the individuals' LinkedIn profiles, they have hundreds of connections, and thus we accept that some of these connections may include members of the public.

AstraZeneca's Response to the Complainant's Allegations Regarding [the Independent Organisation's] ***LinkedIn Post Content***

The post is a third-party announcement recognising AstraZeneca and [named pharmaceutical company's] receipt of the [award] for 'Best Pharmaceutical Product'. The award itself is independently adjudicated and conferred by a committee of recognised experts in medicine and healthcare.

As previously affirmed, AstraZeneca did not author, commission, influence, approve, or have prior awareness of [the independent organisation's] LinkedIn post. The post was created and published independently by a third party about an award announcement without any prior input or review from AstraZeneca. For this reason, there is no certificate of approval.

The Complainant has specifically identified the terms 'best', 'groundbreaking' and 'transformed' within their complaint which they have requested AstraZeneca *'explain or provide the justification of each of these'*. Whilst we re-iterate that this was an independently created and published third party post, for which AstraZeneca had no input, review or prior awareness, we will endeavour to provide context which *may* explain why the terms 'best', 'groundbreaking', and 'transformed' were used, noting that these reflect [the independent organisation's] own views and assessment of *Lynparza* within its award category.

The use of the terms *"groundbreaking therapy"* and has *"transformed the treatment landscape"* represents the view of [the independent organisation] based on their

assessment of *Lynparza*. These terms were used in their post following the expert committee's evaluation of *Lynparza's* scientific advancement and clinical impact, which led to the award of [the award] in the category 'Best Pharmaceutical Product'. The selection of *Lynparza* for this award reflects the [the independent organisation's] expert committee consensus that the medicine represents innovation in cancer care, particularly through its application of precision medicine and its role as the first approved PARP inhibitor. With regards to the term 'best', we highlight that 'best' was used within the official name of the [award] category itself, 'Best Pharmaceutical Product' and has only been used within this context in the post.

Furthermore, [the independent organisation's] post was intended solely to announce an award and recognise scientific achievement in precision medicine and advancement of cancer care; it was not created to promote the use of *Lynparza* as a medicine. This critical distinction is fundamental. However, to address the Complainant's allegation regarding promotion prior to the grant of marketing authorisation, we assert that the content does not reference any unlicensed indication for *Lynparza*, nor does it suggest or reference that *"every"* patient or *"whole tumour populations"* are eligible for treatment as alleged by the Complainant. No off-label tumour types are included in the post, and all tumour types mentioned in the post (specifically ovarian, breast, pancreatic, and prostate) represent tumour types for which *Lynparza* has approved indications in the UK. Furthermore, the post also does not claim universal benefit for all patients with these cancers.

We emphasise that AstraZeneca did not author, commission, influence, approve, or have prior awareness of [the independent organisation's] LinkedIn post.

We refute the allegations of breaches of Clauses 3.1, 5.1, 6.1, 6.2, 8.1, 12.6, 14.4, 26.1, 26.2 and 2.

AstraZeneca's Compliance with Undertaking in CASE AUTH 3892/4/24

CASE AUTH 3892/4/24 pertained to 4 social media posts made by AstraZeneca on its corporate channel between 30 December 2020 and 25 March 2021, one of which was found in breach. The case was not about a third-party post. In this regard, the two situations are entirely different. On this basis, we deny any breach of clause 3.3.

AstraZeneca's Response to Allegations Regarding Compliance

The Complainant asserts that in relation to the engagement with a third-party post there is "*a complete disregard and lack of awareness of basic code compliance across all layers of the UK organisation*". The Complainant has not provided any substantive evidence to support this allegation. The Complainant has also made a broad, non-specific statement '*Which level of the AZUK organisation actually takes compliance seriously or even cares to understand it*'. We are unable to investigate non-specific allegations, therefore we have not addressed this in our response.

Summary

The LinkedIn post in question was authored and published independently by [the independent organisation], without prior notification to, review by, or approval from

AstraZeneca. While a number of UK-based AstraZeneca employees (including senior members) interacted with the post, it is essential to recognise the unique context in this case which celebrated a scientific award. The individuals did not act with malintent, but rather genuine pride in UK-led scientific achievement and the everyday collaborative efforts of thousands of people to advance patient care.

AstraZeneca acted promptly and decisively upon becoming aware of the post on the basis that the post had not been discussed and agreed with AstraZeneca. The post and all associated interactions were removed quickly (less than one business day) due to swift engagement with both [the independent organisation] and UK-based AstraZeneca employees. In contrast, from the evidence provided to us it seems that the Complainant has waited more than three months before submitting their concern, a delay inconsistent with good faith or the alleged concerns relating to protecting patient safety.

With over 10,000 UK-based employees, and the dynamic nature of social media, it is disproportionate and unreasonable to interpret a limited number of "likes" from staff as indicative of systemic organisational failure or disregard for high standards. These actions do not reflect a failure by AstraZeneca to uphold high standards, nor do they amount to conduct that would bring the industry into disrepute. Therefore, we deny any breach of Clause 5.1 or Clause 2."

PANEL RULING

This case was about a LinkedIn post published by an independent organisation. The complainant alleged that several UK-based AstraZeneca employees had interacted with the post, including senior employees.

The complainant's first allegation was that the employees' interaction with the LinkedIn post had promoted a prescription only medicine, Lynparza (olaparib) to the public.

AstraZeneca submitted that the LinkedIn post originated wholly independently from the independent organisation, with no prior involvement or knowledge, authorship, input, review or approval from AstraZeneca. AstraZeneca was unaware of the LinkedIn post prior to its publication. Upon becoming aware of the post, AstraZeneca submitted that it acted quickly to remove any identified interactions by UK employees and to request the removal of the original post.

AstraZeneca acknowledged that 18 UK-based employees, including four it defined as senior, had interacted with the post. AstraZeneca acknowledged that UK-based employees should not have interacted with the post and that some of the employees' connections may have included members of the public. Nonetheless, AstraZeneca denied a breach of Clause 26.1.

The Panel considered that, while the original post by the independent organisation did not fall within the scope of the Code, by interacting with the post, the UK-based employees had likely disseminated it to their connections. These interactions brought the content of the post within the scope of the Code.

The LinkedIn post announced an award for "Best Pharmaceutical Product". The Panel took particular account of the following wording from the LinkedIn post:

- “groundbreaking therapy, LYNPARZA® (olaparib)”
- “LYNPARZA® is a first-in-class PARP inhibitor that has transformed the treatment landscape for several cancer types, including ovarian, breast, pancreatic, and prostrate cancers. By targeting DNA damage response pathways, it offers a more precise and effective approach to treatment—providing patients with improved outcomes and new hope”.

In the Panel’s view, the language in the post could not be considered as anything other than promotional for AstraZeneca’s medicine, Lynparza. By interacting with the post, the 18 UK-based employees had proactively disseminated the material to their connections which likely included members of the public. The Panel therefore ruled a **breach of Clause 26.1**.

The complainant also alleged that the language within the LinkedIn post raised “unfounded hopes for patients”. The Panel considered that the description of Lynparza as “groundbreaking”, offering “a more precise and effective approach to treatment” and as “providing patients with improved outcomes and new hope” could encourage members of the public to ask their health professional to prescribe a specific medicine and could raise unfounded hopes of successful treatment. The Panel ruled a **breach of Clause 26.2**.

Clause 6.2 required that any information, claim or comparison must be capable of substantiation. The complainant alleged that the LinkedIn post made unsubstantiated claims about a medicine, citing the language used and stating that no head-to-head studies had taken place comparing Lynparza with “other PARP inhibitors in the same class” for breast, ovarian, pancreatic and prostate cancer.

AstraZeneca submitted that the language used in the post represented the view of the independent organisation based on its assessment of Lynparza and following the expert evaluation of Lynparza’s scientific advancement and clinical impact. The Panel noted that AstraZeneca provided no further substantiation to support the description of Lynparza as “groundbreaking” or that it had “transformed the treatment landscape” for all the listed cancer types. The Panel considered that, in the context of the post, such language was unlikely to be capable of substantiation and ruled a **breach of Clause 6.2**.

Noting the complainant’s allegations that the post was misleading in several respects the Panel considered its content as a whole and the overall impression created, bearing in mind the post was an announcement of an award. Clause 6.1 required that, among other things, information, claims and comparisons must not mislead, either directly or by implication and must be balanced and fair and sufficiently complete to enable recipients to form their own opinion of the therapeutic value of the medicine.

The complainant alleged that the post implied that all patients with breast, prostate, pancreatic, ovarian or endometrial cancer would derive a benefit from Lynparza, but that it was only approved for patients with BRCA1/2 mutations. The Panel took account of the wording of the LinkedIn post, in particular “…transformed the treatment landscape for several cancer types, including ovarian, breast, pancreatic, and prostate cancers. … providing patients with improved outcomes and new hope.”

While acknowledging that the post included a list of cancer types without specifying the eligible patient populations for Lynparza, the Panel did not consider in the particular circumstances of

this case, that the post implied that all patients with these types of cancer would derive a benefit as alleged. In this respect, the Panel did not consider the post to be misleading.

The complainant alleged that the LinkedIn post made no mention of safety. Clause 6.1 required that, among other things, material must be balanced and fair and sufficiently complete to enable recipients to form their own opinion of the therapeutic value of the medicine. The Panel considered that the post described only the positive merits of Lynparza, without reference to its safety profile or any qualification regarding adverse events or safety considerations. In this respect, the LinkedIn post was not sufficiently balanced or complete to enable readers to form their own opinion of the therapeutic value of the medicine.

The Panel also noted the use of the hanging comparison, "it offers a more precise and effective approach to treatment" within the LinkedIn post. The supplementary information to Clause 6.1 stated that hanging comparisons whereby a medicine is described as being better or stronger or suchlike without stating that with which it is compared should not be made.

In the Panel's view, the LinkedIn post was not sufficiently balanced or complete to enable readers to form their own opinion of the therapeutic value of the medicine and included a hanging comparison. On balance, the Panel ruled a **breach of Clause 6.1**.

The complainant had raised Clause 3.1 in relation to their allegation that the LinkedIn post constituted promotion of an unlicensed indication by implying that all patients with breast, prostate, pancreatic, ovarian or endometrial cancer would derive a benefit from Lynparza. Clause 3.1 stated that a medicine must not be promoted prior to the grant of the marketing authorisation which permits its sale or supply. The Panel noted that Lynparza had a marketing authorisation at the time of the complaint and that Clause 3.1 was not applicable to the allegation of promotion of an unlicensed indication. The Panel therefore ruled **no breach of Clause 3.1** on this narrow basis. The Panel noted that Clause 11.2 had not been raised by either the complainant or the case preparation manager and so made no ruling on this clause.

The Panel noted that the case preparation manager had raised Clause 14.4 in relation to the complainant's allegation about the inappropriate use of superlatives. The complainant cited the words "best", "groundbreaking" and "transforming care" in this regard.

The Panel noted that Clause 14.4 related only to promotion to health professionals and other relevant decision makers. AstraZeneca had not commented on whether the connections of the UK employees who had interacted with the post included health professionals and other relevant decision makers. The Panel took into account the job titles of the employees and that the complainant had described themselves as a health professional. In the Panel's view, it was likely that the action of the UK employees would have disseminated the content of the LinkedIn post to some health professionals and other relevant decision makers in addition to members of the public. The Panel considered, therefore, that the requirements of Clause 14.4 were applicable in this case.

Clause 14.4 stated:

> "Promotion must encourage the rational use of a medicine by presenting it objectively and without exaggerating its properties. Exaggerated or all-embracing claims must not be made and superlatives must not be used except for those limited circumstances where they relate to a clear fact about a medicine. Claims should not imply that a medicine or an

active ingredient has some special merit, quality or property unless this can be substantiated."

The Panel considered that the word "best" was a superlative. While the Panel acknowledged that this word had only been used in the context of the name of the award, it considered that the wording "best pharmaceutical product" meant that it was used to describe Lynparza. The Panel considered that the other language cited by the complainant could, without qualification, be considered as exaggerating the benefits of Lynparza. The Panel ruled a **breach of Clause 14.4**.

Clause 12.6 also related only to promotion to health professionals and other relevant decision makers. The Panel noted its comments about the likely LinkedIn connections of the UK employees, above. By interacting with the LinkedIn post, the UK employees had made it promotional material for which AstraZeneca was responsible. As it did not include the adverse event reporting statement, the Panel ruled a **breach of Clause 12.6**.

Clause 8.1 required that promotional material must not be issued unless its final form has been certified. The Panel considered that the UK employees' interactions with the post constituted dissemination of uncertified promotional material and ruled a **breach of Clause 8.1**.

The complainant alleged that AstraZeneca had failed to comply with previous undertaking and cited Case AUTH/3892/4/24 in this regard. The Panel noted that the breaches ruled in Case AUTH/3892/4/24 related to a post on Twitter (now X) from the UK corporate account of AstraZeneca. The current case (Case/0732/09/25) related to the act of UK-based employees interacting with a LinkedIn post by an independent organisation. Although both cases involved activity on social media platforms, the Panel considered that the two cases were sufficiently different that there had been no breach of the undertaking given in Case AUTH/3892/4/24. The Panel ruled **no breach of Clause 3.3**.

The complainant alleged that AstraZeneca had failed to maintain high standards and raised concerns about the compliance culture. The Panel noted that AstraZeneca's policy regarding employee use of personal social media stated that "employees must not post, share links to, or engage with content related to products, marketed or in development". While the Panel acknowledged AstraZeneca's submission that, contrary to the communicated protocol, the independent organisation had not contacted AstraZeneca before publishing the LinkedIn post, the Panel considered that AstraZeneca employees should be aware of the requirement not to promote prescription medicines to the public and the implications for use of social media. The Panel considered the language of the LinkedIn post to be such that there could be no doubt as to whether dissemination of the post by AstraZeneca employees would constitute promotion of Lynparza. Despite this, 18 UK employees, including four senior employees, had interacted with the post. The Panel was concerned that AstraZeneca had not recognised this activity as a breach of the Code in its response to this complaint. The Panel noted its rulings of breaches of seven clauses of the Code, above, and its comments regarding the lack of clarity of language around the eligible patient population. The Panel considered that AstraZeneca had failed to maintain high standards and ruled a **breach of Clause 5.1**.

Noting that prior to the event the independent organisation had confirmed that AstraZeneca would receive any official announcements and that this had not happened, the Panel considered that AstraZeneca had reacted promptly upon becoming aware of the LinkedIn post. AstraZeneca had contacted the independent organisation to request the removal of the post, and had reviewed the interactions with the post to identify UK-based employees to request that

they remove their interactions and refamiliarise themselves with AstraZeneca's policy on personal social media use.

AstraZeneca mentioned in its response to the complaint that it had also been made aware of a related YouTube video, which had since been removed by the independent organisation upon AstraZeneca's request. The complainant made no allegation regarding this video and the Panel made no comment in this regard.

Clause 2 was a sign of particular censure and reserved for such use. In the Panel's view, neither the actions of AstraZeneca nor the 18 employees who had interacted with the LinkedIn post were such as to bring discredit upon, or reduce confidence in, the pharmaceutical industry. The Panel ruled **no breach of Clause 2**.

Complaint received **14 September 2025**

Case completed **17 April 2026**